

mattox Company, of Petersburg, Va.
360 shares Piedmont Traction Com-
pany, of Charlottesville, Va.
1,000 shares Virginia Traction Com-
pany of Virginia.
5 shares capital stock Electric Ad-

190 shares capital stock Richmond Industrial Development Company, of Richmond, Va.

1,650 shares capital stock Ettrick Manufacturing Company, of Petersburg, Va.

All other property, real, personal and mixed, of the said Virginia Passenger and Power Company, Richmond Passenger and Power Company, and Richmond Traction Company, covered by the items of the aforesaid mortgage and Indenture of June 18, 1902, aforesaid, as set out and described in the aforesaid decree, and the report of Special Master Holland.

Northrop and H. T. Wickham, filed in said report, including all property acquired by said receivers since the date of said inventories, the foregoing description being intended to be a mere general statement of the more

After receiving and conditionally accepting bids for the three separate parcels above set forth, the undersigned will accept for the entire property, including parcels one, two and three, hereinafter briefly and in said decree fully described in one parcel as an entirety. No bid will be received from any one offering to bid separately for any one of the parcels.

undersigned the sum of One Hundred Thousand Dollars (\$100,000) in cash or by certified check on some national bank or trust company of the city of New York, made or indorsed payable to the order of the undersigned.

der for the property as an entirety will be conditionally accepted by the undersigned.

All bids conditionally accepted will thereupon be reported to the court, and if it confirms the bids conditionally accepted for the several separate parcels, then the conditional acceptance of the bid for the entirety will be null and void. If it confirms the bid for the entirety, then the conditional acceptance of the bids for the three separate parcels shall each be null and void.

The cash or securities deposited by

turned to him at the conclusion of the sale. The cash or securities deposited by a bidder, whose bid is conditionally accepted, will be returned to him in case such acceptance shall become null and void under the provisions of said decree as above set forth. The

In case any bidder shall fail to make good his bid upon its acceptance, or shall fail to make good acceptance to comply with any order of the court relating to payment thereof, or the completion of the purchase, then the sums deposited by such purchaser shall be forfeited as a penalty for such failure and shall be applied to the payment of the expenses of the sale and toward making good any deficiency or loss in case the property shall be sold at a less price on any

The purchaser, on confirmation of the sale by the court, shall make such further payment or payments in cash or otherwise on account of the purchase price as the court from time to time may direct.

so much of the purchase price as may be required to be paid in cash may be paid by turning in to the cash or credited, bonds and coupons secured by the mortgages foreclosed by said decree, which will be received on account of the purchase price at the rate which will be paid for such cash or on account of such bonds and coupons, respectively, out of the proceeds of sale, if the whole amount of the purchase price were paid in cash.

The court reserves the right to sell the property upon failure of the purchaser to comply with any order in respect to payment of the purchase price.

The purchaser shall be required to assume and adopt all lawful and subsisting agreements of the Richmond Passenger and Power Company, the Virginia Passenger and Power Company and the Richmond Traction Com-

pany, entered into since July 16, 1904; but shall not be required to adopt or assume any contract or other conditions, rules, or either of them, entered into prior to that date, and shall have the right to elect whether or not to assume or adopt the same or any thereof, within six months after completion of said sale.

The purchaser, as a part of the consideration for such sale, and in addition to the price paid, shall take the property purchased, subject to all mechanical, supply statutory, judgment, equitable and other liens, which have been or may hereafter be established as having priority over any one of the

erty subject to such mortgages, or any part thereof, which may not have been discharged at the date of sale, and subject also to all pending contracts in respect to said property theretofore lawfully made by the receivers, which said contracts shall be assumed and

performed by the purchaser, and also upon the express condition that he will pay, satisfy and discharge all the liabilities which have been duly contracted or incurred by the receivers in respect to such property before delivery thereof to the purchaser, and which shall not be paid by the receivers out of the proceeds of sale of the mortgaged property, or which shall not be paid from the proceeds of sale.

The court reserves the right to hereafter determine all questions in connection with the diversion of earnings, business and assets of the railroad to the Virginia, Passenger, and Power

ger and Power Company, and to enforce against the property purchased and the earnings and income thereof any lien or claim to which Metropolitan Trust Company, of the city of New York, as trustee, and Frank E. Howe, and others, as beneficiaries,

be entitled, and to afford such trustee or bondholders such other and further relief as the court shall determine to be proper, and

For a more complete statement of the property to be sold and the terms and conditions of said decree, the matters reserved thereby, the liens upon said properties and the rights of the purchaser, reference is made to the bill made to the original decree, filed in the office of the clerk of the Circuit Court of the United States for the Eastern District of Virginia, at Richmond, and not being intended to state such matters in detail, but to be understood, that reference is hereby made to

the same is entered, and to the reports of said special master in said suits, and the inventories and maps filed by the receivers, to the same extent as if the same were herein set out at length. Further information may be obtained by application to the undersigned and

cial masters, or to the auctioneers named above.

T. L. CARTER,
JOHN PICKRIELL,
R. B. DAVIS,
L. L. LEWIS,
HENRY W. ANDERSON,
Special Masters.

United States of America, Eastern District of Virginia—ss:

I, Joseph P. Brady, clerk of the United States Circuit Court for the Eastern District of Virginia, do certify that the bond in the sum of one hundred thousand dollars (\$100,000) required of the Special Masters by

tioned in the foregoing Advertisement
has been duly given and approved.
JOSEPH P. BRADY,
Clerk U. S. Circuit Court for Eastern
District of Virginia.
March 31, 1900.